

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

To the Honorable Commissioner of Patent and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Boots Healthcare USA, Inc.

- Individual(s)
- General Partnership
- Corporation - State of Delaware
- Other _____
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):

The Boots Company PLC
Nottingham
NG2 3AA
England

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation - England
- Other -

Domestic representative is attached: Yes No

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other -
- Merger
- Change of Name

Execution Date: October 5, 2005

4. (A.) Trademark Application No.(s)

76/236629

4. (B.) Trademark Registration No.(s)

Additional numbers attached? Yes No

5. Correspondence should be mailed to:

VICTOR M. TANNENBAUM
ABELMAN, FRAYNE & SCHWAB
666 Third Avenue
New York, New York 10017

6. Total number of applications and registrations involved:

7. Total fee (37 CFT 3.41): \$ 40.00

Enclosed
(The said Deposit Account should be charged for any official fee not fully covered by the enclosed check)

Authorized to be charged to deposit account
Deposit account number: 01-0035

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

8. Statement and signature.

To the best of my knowledge and belief the foregoing information is true and correct and any attached copy is a true copy of the original document.

VICTOR M. TANNENBAUM
Name of Person Signing


Signature

11/8/05
Date

Total number of pages comprising cover sheet, attachments and documents:

TCH \$40.00 010035 76236629

UNITED STATES

REVOCAATION
AND
NEW POWER OF ATTORNEY

Mark: BOOTS HEALTHCARE and Logo
Registration:
Serial No.: 76/236629
Class(es):
Owner: The Boots Company PLC

APPOINTMENT OF DOMESTIC REPRESENTATIVE

Abelman, Frayne & Schwab, whose postal address is 666 Third Avenue, New York, New York 10017-5621, U.S.A. is hereby designated applicant's representative upon whom notices or process in proceedings affecting the mark may be served.

POWER OF ATTORNEY

Applicant hereby revokes all previous Powers of Attorney and hereby appoints jointly and severally, with full power of substitution, the power of appointment of an associate attorney and the power of revocation

Lawrence E. Abelman
Jeffrey A. Schwab
Victor M. Tannenbaum
Peter J. Lynfield
Alan J. Hartnick
Caridad Piñeiro Scordato
Julianne Abelman

Jonathan W. Gumpert
Norman S. Reier
Thomas E. Spath
Julie B. Seyler
Marie-Anne Mastrovito
Constance Golden

members of the Bar of the State of New York, whose address is

ABELMAN, FRAYNE & SCHWAB
666 Third Avenue
New York, New York 10017-5621, U.S.A.

APPROVED FOR SIGNATURE
K.A. LEE

K.A.
26/10/05

to transact business in the Patent and Trademark Office in connection with our trademarks, applications therefor, and registrations which have or will issue thereon.

By MJ Oliver
M J Oliver, Company Secretary
Date 28 October 2005

Dated 5th October 2005

BOOTS HEALTHCARE USA, INC

and

THE BOOTS COMPANY PLC

TRADE MARK ASSIGNMENT

Slaughter and May
One Bunhill Row
London
EC1Y 8YY

Ref: CAYC/CAVB

TR03/70026

TRADEMARK
REEL: 003222 FRAME: 0757

TRADE MARK ASSIGNMENTDATED *1st October*, 2005**BETWEEN:**

1. **BOOTS HEALTHCARE USA, INC.** of Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware 198011196, USA (the "**Assignor**"); and
2. **THE BOOTS COMPANY PLC** whose registered office is at Nottingham, NG2 3AA (registered in England and Wales No. 27657) (the "**Assignee**").

WHEREAS:

- (A) The Assignor is the applicant for registration of the trade mark application details of which are set out in the Schedule hereto (the "**Trade Mark**").
- (B) The Assignor has agreed to assign the Trade Mark to the Assignee.

WHEREBY IT IS AGREED as follows:**1. ASSIGNMENT**

In consideration of the payment of US\$1 from the Assignee to the Assignor (receipt of which is hereby acknowledged by the Assignor), the Assignor hereby assigns to the Assignee all its right, title and interest in and to the Trade Mark together with all its right in the goodwill of the business in relation to which such Trade Mark are used, if any, (but no other or greater goodwill) including all rights, privileges and advantages thereto including, without limitation, the right to take proceedings and recover damages and obtain all other remedies in respect of past infringements thereof to hold unto the Assignee absolutely.

2. FURTHER ASSURANCE

The Assignor shall at all times hereafter execute all such documents as the Assignee may request to give full effect to this Assignment and secure to the Assignee or any successor in title thereof the full benefit of the rights assigned to the Assignee hereunder.

3. GOVERNING LAW

This Assignment shall be governed by and construed in accordance with English law and the parties hereby submit to the exclusive jurisdiction of the English Courts in relation to all matters arising out of this Assignment.

SCHEDULETrade Mark

Territory	Mark	Application number	Class(es)
USA	BH LOGO	Application 76/236629)	3. 5

IN WITNESS whereof the parties hereto have signed this Agreement on the day and year first before written.

Signed by)
for and on behalf of)
BOOTS HEALTHCARE USA, INC.)

Signed by)
for and on behalf of)
THE BOOTS COMPANY PLC)

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IN WITNESS whereof the parties hereto have signed this Agreement on the day and year first before written.

Signed by)
for and on behalf of)
BOOTS HEALTHCARE USA, INC.)

William Bell
William Bell, Director

Signed by)
for and on behalf of)
THE BOOTS COMPANY PLC)